

August 1, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ALISHA MCCULLOUGH
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4556

SUBJECT: AWARD NOTICE
CONTRACT NO. GSS10412-REMAN_TONER
REMANUFACTURED TONER CARTRIDGES

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. AGREEMENT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	2
5. DELIVERY AND PICKUP:	2
6. PRICING:	3
7. CORE CHARGE:	3
8. RESTOCKING CHARGE:	3

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

In accordance with **Title 16, Subsection 9605, Delaware Code**. If any agency of this State intends to procure any product or service on the procurement list, that agency shall, in accordance with the rules and regulations of the Commission, procure such product or service, at the price established by the Commission, from the Workshop program of the State "Services to the Blind" Program and from qualified rehabilitation facilities. If the product or service is available within the period required by that agency, such procurement shall be mandatory.

Pursuant to 16 Del. C., §9602(1) "Agency of this State" shall include all counties, towns, school districts or any other entity which is supported in whole or in part by funds appropriated by the General Assembly. These are Mandatory Use contracts for all that meet this definition.

2. AGREEMENT PERIOD:

Each vendor(s) contract shall be valid on April 1, 2010. Set Aside contracts do not carry an expiration date. Addendums may be issued periodically to adjust pricing, terms or add/remove items as necessary. Prices remain fixed/firm unless adjusted by addendum through the State Use Law Commission.

3. VENDORS:

[\(Return to Table of Contents\)](#)

Each agency is responsible for placing their orders with:

Kent-Sussex Industries, Inc.
301 North Rehoboth Blvd.
Milford, DE 19963
Phone No.: (302) 422-4014 Ext 3126
Fax No.: (302) 422-4368
Email: KSICartridgeSales@ksiinc.org
Orders may be placed via: Phone, Email, or Fax

4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

F.O.B. destination.

5. DELIVERY AND PICKUP:

[\(Return to Table of Contents\)](#)

All cartridges will be delivered within five (5) business days ARO. At the time of delivery the full cartridge will be exchanged for an empty one.

6. PRICING:

[\(Return to Table of Contents\)](#)

Prices shall remain firm for the term of the agreement, unless it is deemed in the best interest of the State to do otherwise and has the approval of the State Use Commission.

Please see Excel spreadsheet for complete information.

[\(Return to Table of Contents\)](#)

7. CORE CHARGE:

All cartridges sold without a core trade (empty cartridge) will have an additional core charge, except where noted.

8. RESTOCKING CHARGE:

Any product returned unopened and unused within 30 days of delivery date will be credited to the customer's account. Any product returned unopened and unused after 30 days of delivery date will be credited to the customer's account, less a 15% restocking charge. Any product returned 1 year from date of manufacture will not be credited.

9. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

10. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.